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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 29, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

34

SEPTEMBER 29, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF 35 HUMAN IMMUNODEFICIENCY VIRUS/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME  
HEALTH EDUCATION/RISK REDUCTION SERVICE AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute 35 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) prevention service agreements to provide HIV/AIDS Health Education/Risk Reduction (HE/RR) services to the residents of Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute 34 HIV/AIDS prevention service agreements, substantially similar to Exhibit I, for the provision of HIV/AIDS HE/RR services with the providers identified in Attachment A, effective October 1, 2009 through December 31, 2012; thereafter to extend the term with an optional one-year extension and six month-to-month extensions through June 30, 2014, for a total maximum obligation of \$24,874,200, fully offset by funds from the Centers for Disease Control and Prevention (CDC), the Centers for Substance Abuse and Prevention (CSAP) through an intrafund transfer through DPH's Alcohol and Drug Program Administration (ADPA) and net County cost (NCC) funds.
2. Delegate authority to the Director of DPH, or his designee, to execute one HIV/AIDS prevention service agreement, substantially similar to Exhibit II for Faith-Based HIV prevention services in African-American communities, for a total maximum obligation of \$374,400, effective January 1, 2010 through December 31, 2012; thereafter to extend

the term with an optional one-year extension and six month-to-month extension through June 30, 2014, fully offset by CDC funds subject to and approval by County Counsel and Chief Executive Office and notification to your Board Offices.

3. Delegate authority to the Director of DPH, or his designee, to execute future amendments to the 35 agreements in Recommendations 1 and 2 to increase or decrease each maximum obligation up to 25 percent of the base amount, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board offices.

#### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

Approval of the recommended actions will allow DPH Office of AIDS Programs and Policy (OAPP) to enter into 35 new agreements with 28 community-based providers recently selected through a Request for Proposal (RFP) process. The agreements will provide vital HIV/AIDS HE/RR services to the residents of Los Angeles County (County). HE/RR services are vital components of the HIV prevention effort. These services consist of education, awareness, and skill-building to increase knowledge about at risk behaviors for HIV and to decrease the frequency of those behaviors. These components also serve as a vehicle to refer at-risk persons of unknown HIV status to available HIV counseling and testing services.

These new agreements reflect a reduced overall investment compared with the previously announced HE/RR funding recommendations to the RFP. The decrease is due to a \$10.9 million reduction in funding for a range of HIV programs in the FY 2009-10 State budget. After planning with input from the local HIV Prevention Planning Committee (PPC) and the Los Angeles County Commission on HIV (COH), OAPP and DPH leadership recommends reducing funding levels as an alternative to large-scale reductions in the number of HIV prevention contracts. This approach will protect the County's network of HIV prevention services designed to stem the number of new HIV infections, refer high risk individuals to HIV testing, and link HIV positive persons to HIV medical care and treatment.

Recommendations prepared prior to notification of the State budget reductions, but not submitted to your Board, included 34 proposals for funding. Following receipt of notification from the State regarding budget reductions, HE/RR recommendations were recalculated to reflect the change in the available budget. This resulted in elimination of funding for the Los Angeles County Office of Education, a school-based community level intervention HIV prevention services provider, as well as an overall reduction in the funding levels for most of the remaining contracts recommended for funding. OAPP and the PPC concurred that direct interventions would receive priority over community level interventions. In addition, two additional proposals were deemed fundable through the Proposed Contractor Selection Review process and a review of a previously un-reviewed proposal. While this resulted in two additional programs and one additional contractor being funded, the amount of funding recommended in this action is still reduced by \$914,371 annually from previous recommendations calculated prior to the funding reductions in the State budget (see Attachment B).

Existing County policy and procedures require the timely submission of contracts for Board approval. This Board action was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required due to OAPP's efforts to adjust the funding commitments as a result of the State cuts in congruence with PPC recommendations and

because of a period of extension for the Proposed Contractor Selection Review process. Due to the drastic State funding reductions for HIV prevention services and the uncertainty of future funding from State and federal partners, OAPP conducted a detailed financial analysis to ensure that sufficient funding would be available to maintain the funding parameters outlined in the RFP. After careful review of potential funding levels, OAPP reduced the available funding for HE/RR services by \$914,371 from the amount described in the RFP. After consultation with County Counsel to ensure that proposers had adequate time to review their proposals against evaluation materials, the Proposed Contractor Selection Review process was extended only for those proposers who met the initial criteria for a debriefing and requested a second debriefing. These Proposers were then allowed to file an amended or initial appeal. Two proposers chose to do so.

#### Implementation of Strategic Plan Goals

This action supports Goal 3, Community and Municipal Services, and Goal 4, Health and Mental Health, of the County Strategic Plan by supporting prevention services designed to provide HIV/AIDS HE/RR services in order to reduce the morbidity and mortality associated with HIV and AIDS among County residents.

#### **FISCAL IMPACT/FINANCING**

The cumulative maximum obligation for the 35 agreements for the period October 1, 2009 through June 30, 2012, is \$25,248,600. This amount is comprised of \$8,537,100 from CDC's Notice of Cooperative Agreement (NCA) Award Number 3U62PA923479-05W1 for Calendar Year (CY) 2009 and anticipated NCAs for CY 2010 through 2012. The CSAP amount, comprised of \$6,325,800, is through an intrafund transfer from DPH's ADPA and expected future Intra-Fund transfers. The remainder is comprised of \$10,385,700 in NCC funds over three years and three months of the initial contract period.

The funding is included in DPH's Fiscal Year (FY) 2009 -10 Final Budget and will be requested in future FYs, as necessary.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 30, 2009 your Board approved 48 HE/RR amendments to extend the term for three months, effective July 1, 2009 through September 30, 2009. The extensions allowed OAPP time to complete the RFP process.

These 35 contracts represent the outcome of the three month extension DPH was given to develop a plan to address State budget cuts and conduct the extended Proposed Contractor Selection Review process.

OAPP funds several modalities within HE/RR services HE/RR services were categorized in line with PPC recommendations and specifically for priority populations in all Service Planning Areas (SPAs) as described by the *Los Angeles County HIV Prevention Plan 2009 – 2013* (Prevention Plan), including HIV-positive individuals, youth, men, women, transgender individuals, and people who share injection paraphernalia (SIPs). These modalities include: services in SPA 1, services in jails, services for Native Americans, and faith-based prevention

services. Where possible, all services seek to link at-risk individuals with HIV counseling and testing services.

#### HE/RR services in SPA 1

The SPA 1 region is an extensive geographic area with rural characteristics unique in Los Angeles County. Because of these differences, HE/RR services in SPA 1 are focused on multiple priority populations over a large geographic area. This allows for broad community-wide prevention efforts that ensure all SPA 1 residents are served in a flexible and more responsive manner.

#### HE/RR services in jails

HE/RR services for jails were designed to provide inmates who are at-risk for HIV infection with interventions tailored to the jail environment.

Comprehensive Risk Counseling Services (CRCS) is a HE/RR modality which affords more intensive interventions for individuals who are at high-risk for HIV infection and HIV-positive persons at high-risk for HIV transmission. The goal is to deliver intensive, individualized, and client-centered counseling to high-risk individuals and work with individuals to adopt and maintain HIV risk-reduction behaviors. CRCS is designed for individuals who struggle with multiple complex issues including substance abuse, mental illness, and social and cultural factors that affect their HIV risk.

#### HE/RR services for Native Americans

HE/RR services for Native Americans are planned and implemented with the goal of reaching Native American persons in a culturally appropriate manner in order to raise individual and community awareness of HIV and AIDS in Native American communities.

#### Faith-based HIV prevention services

Faith-based HIV prevention services are an HE/RR service modality which play an important role in changing community norms and offering support to individuals in need. Many faith-based institutions have HIV/AIDS ministries that promote compassion and support for individuals who choose to maintain healthy behaviors, while other institutions offer HIV testing at their sites to increase awareness and encourage people to know their HIV status. A Latino faith-based prevention award is recommended for funding at this time and an RFP for faith-based HIV prevention services in African-American communities, will be re-released by OAPP in September 2009. Currently, Las Wall Memorias is providing services to the Latino community through December 31, 2009. Delegated authority is requested so that the successful bidder can start services January 1, 2010 after approval by the CEO and County Counsel and notification to the Board offices.

It should be noted that as a result of the current fiscal strain created by the State cuts, the PPC recommended that faith-based HIV preventions services should not be a highly prioritized intervention at this time. Given the ongoing devastating impact of HIV in the Latino and African-American communities and the critical role that faith institutions play in shaping and redefining these cultural and community norms, OAPP recommends that this intervention be supported at

the level of \$124,800 annually for each program—the Latino and the African-American programs. This reflects a decrease from the originally proposed \$200,000 per year level referenced in the RFP. OAPP seeks to leverage these funds to continue to confront the HIV/AIDS stigma, homophobia, and poor HIV testing patterns in Latino and African-American communities through faith leaders and institutions.

### **CONTRACTING PROCESS**

In developing an RFP for HE/RR services, DPH followed the Prevention Plan as developed by the HIV PPC with input from OAPP. In addition, DPH considered the geography of the County to ensure that all SPAs and County jails would be served.

This RFP focused on identifying organizations to provide HE/RR services. Applicants were eligible to apply for funding in the following categories:

Category 1: HIV/AIDS HE/RR Services

Category 1A: HE/RR Services in SPAs 2-8

Category 1B: HE/RR Services in SPA 1

Category 1C: HE/RR Services in Jails

Category 2: Comprehensive Risk Counseling Services

Category 3: School-Based Structural Interventions (SPAs 1-8)

Category 4: Faith-Based Structural Interventions

Category 5: HIV/AIDS HE/RR Services Targeting the Native American Population

Category 6: Rigorous Evaluation of HE/RR Programs

On June 14, 2008, the RFP was released and advertised on both the County's "Doing Business with Us" and OAPP's websites. Over 90 community-based agencies were notified by direct mail. Announcements of the release of the RFP were also made at community planning meetings in June and July of 2008. This effort prompted 58 letters of intent-to-apply to be submitted.

On June 20, 2008, OAPP held a Proposer's Conference and approximately 180 persons attended. Proposals were due on August 4, 2008, and 151 were received from 47 agencies.

Due to State budget reductions effective the beginning of FY 2009-10, the fifteen proposals submitted under Category 6, Rigorous Evaluation of HE/RR Programs, will not be further reviewed and will not be funded at this time.

All 151 proposals received by the submission deadline passed the first phase of the review. This included screening proposals to ensure that they contained all the required components, forms, signatures, and met the proposer minimum mandatory requirements as outlined in the RFP. These proposals then progressed to the second phase of the review for the external program evaluation review.

The second phase of the review process consisted of an external review of the submitted proposals. To complete this phase of the process, OAPP assembled twenty (20) subject matter expert review panels, each containing three evaluators to evaluate and score the submitted

proposals. Review panel members were fully briefed on the Prevention Plan, the evaluation tool and the RFP document. Panel members were carefully screened to guarantee programmatic expertise and to ensure that there were no conflicts of interest. Panels met from December 12, 2008 through February 3, 2009.

The third phase of the review process consisted of an internal analysis of the each agency's financial capability based on audited financial statements submitted as part of the RFP. Program staff also conducted a sampling of reference checks based on proposer-submitted references. OAPP assembled two review panels made up of three OAPP Financial Services Division staff to conduct the financial analyses. HIV prevention program experts conducted the sampling of reference checks.

Internal review panels were convened from December 12, 2008 through January 9, 2009 to conduct the financial analysis and reference checks for the proposals and to come to a consensus and assign final scores to each proposal for third phase. The final scores assigned to each agency were based on its combined scores from the second and third phases.

#### Debriefing and Proposed Contractor Selection Review Process

A total of nineteen (19) proposers requested a debriefing to review their evaluation materials within the time frame specified. Of these nineteen, nine filed a Proposed Contractor Selection Review. Of the nine reviews filed, several were granted additional points, however only one (East Los Angeles Women's Center) received enough points to achieve a fundable score. After consultation with County Counsel the Department decided to grant additional time for debriefing for those proposers who met the original debriefing criteria, and three proposers requested an additional debriefing. Of these, two agencies filed appeals or amended appeals. Both appeals were analyzed and reviewed and neither resulted in funded proposals. Both agencies have been notified of the results. No further appeals have been made. Further, a proposal from Asian American Drug Abuse Program was inadvertently not reviewed during the first review process, and after OAPP investigation and subsequent review, the proposal was recommended for funding.

As with the previously prepared recommendations, no proposals were recommended for funding in the African-American Faith-based HIV Prevention Services Category due to a lack of eligible proposers. In order to recruit qualified agencies to apply, OAPP will re-release an RFP in September 2009.

Attachment A provides specific funding information for each agency. Attachment B provides specific information of prior funding recommendations and current funding recommendations.

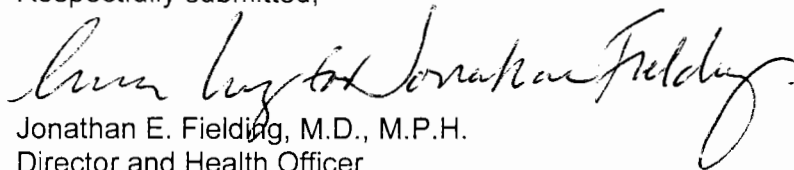
Exhibit I and II have been approved as to form by County Counsel.

#### **IMPACT ON CURRENT SERVICES (OR PROJECT)**

Approval of these service agreements will allow OAPP to continue to provide vital HIV/AIDS prevention services through partnerships with community-based providers for residents throughout the County.

Honorable Board of Supervisors  
September 29, 2009  
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large, stylized "J" and "F".

Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

JEF:rm

Attachments (4)

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisor

Agency and Agreement Number	Allocation Term 1				Allocation Term 2				Allocation Term 3				Allocation Term 4				Maximum Obligation	SPA	Supervisory District
	CDC 10/01/09 - 12/31/09	CSAP 10/01/09 - 06/30/10	NCC 10/01/09 - 06/30/10		CDC 01/01/10 - 12/31/10	CSAP 07/01/10 - 06/30/11	NCC 07/01/10 - 06/30/11		CDC 01/01/11 - 12/31/11	CSAP 07/01/11 - 06/30/12	NCC 07/01/11 - 06/30/12		CDC 01/01/12 - 12/31/12	CSAP 07/01/12 - 12/31/12	NCC 07/01/12 - 12/31/12				
HEALTH EDUCATION/RISK REDUCTION (HERR)																			
1 AIDS Healthcare Foundation PH-Pending			\$ 86,400				\$ 115,200				\$ 115,200				\$ 57,600	\$ 374,400	4,8		
2 AIDS Project Los Angeles PH-Pending		\$ 147,600	\$ 338,400			\$ 196,800	\$ 451,200			\$ 196,800	\$ 451,200			\$ 98,400	\$ 225,600	\$ 2,106,000	1,4,6		
3 Asian American Drug Abuse Program PH-Pending		\$ 225,000				\$ 300,000				\$ 300,000				\$ 150,000		\$ 975,000	4,8		
4 Being Alive: People with HIV/AIDS Action Coalition* PH-Pending	\$ 37,500				\$ 150,000				\$ 150,000				\$ 150,000			\$ 487,500	2,4,5		
5 Breathe! Human Services, Inc. PH-Pending	\$ 127,500				\$ 510,000				\$ 510,000				\$ 510,000			\$ 1,657,500	2,3,4,6,7,8		
6 California Drug Counseling, Inc. PH-Pending		\$ 112,500				\$ 150,000				\$ 150,000				\$ 75,000		\$ 487,500	2,3		
7 Center for Health Justice PH-Pending	\$ 38,700				\$ 154,800				\$ 154,800				\$ 154,800			\$ 503,100	1-8		
8 Children's Hospital Los Angeles PH-Pending	\$ 80,700				\$ 322,800				\$ 322,800				\$ 322,800			\$ 1,048,100	4,6,8		
9 City of Long Beach PH-Pending			\$ 216,000				\$ 288,000				\$ 288,000				\$ 144,000	\$ 936,000	4,7,8		
10 Common Ground PH-Pending	\$ 18,000				\$ 72,000				\$ 72,000				\$ 72,000			\$ 234,000	5		
11 East Los Angeles Women's Center PH-Pending	\$ 45,000				\$ 180,000				\$ 180,000				\$ 180,000			\$ 585,000	7		
12 East Valley Community Health Center PH-Pending		\$ 135,000	\$ 112,500			\$ 180,000	\$ 150,000			\$ 180,000	\$ 150,000			\$ 90,000	\$ 75,000	\$ 1,072,500	3,7		
13 El Centro Del Pueblo PH-Pending		\$ 142,200				\$ 189,600				\$ 189,600				\$ 94,800		\$ 816,200	3		
14 El Proyecto del Bando PH-Pending			\$ 270,000				\$ 360,000				\$ 360,000				\$ 180,000	\$ 1,170,000	2		
15 Friends Research Institute, Inc. PH-Pending		\$ 465,300				\$ 620,400				\$ 620,400				\$ 310,200		\$ 2,316,300	4		
16 Greater Los Angeles Agency on Deafness, Inc. PH-Pending	\$ 30,000				\$ 120,000				\$ 120,000				\$ 120,000			\$ 360,000	2,4,7		
17 In the Mainline Men's Group PH-Pending		\$ 137,700					\$ 183,600				\$ 183,600				\$ 91,800	\$ 595,700	6		
18 JWCH Institute, Inc. PH-Pending		\$ 112,500					\$ 150,000				\$ 150,000				\$ 75,000	\$ 487,500	4,6,7		
19 Los Angeles Centers for Alcohol and Drug Abuse PH-Pending		\$ 188,100					\$ 250,800				\$ 250,800				\$ 125,400	\$ 315,100	3,4,7		
20 The Los Angeles Gay and Lesbian Community Service Center PH-Pending			\$ 135,000				\$ 180,000				\$ 180,000				\$ 90,000	\$ 535,000	2,4		
21 Minority AIDS Project PH-Pending	\$ 75,000				\$ 300,000				\$ 300,000				\$ 300,000			\$ 975,000	6		
22 Special Service for Groups PH-Pending			\$ 188,100				\$ 250,800				\$ 250,800				\$ 125,400	\$ 815,100	4		



Agency and Agreement Number	Allocation Term 1				Allocation Term 2				Allocation Term 3				Allocation Term 4				Maximum Obligation	SPA	Supervisory District
	CDC 10/01/09 - 12/31/09	CSAP 10/01/09 - 06/30/10	NCC 10/01/09 - 06/30/10		CDC 01/01/10 - 12/31/10	CSAP 07/01/10 - 06/30/11	NCC 07/01/10 - 06/30/11		CDC 01/01/11 - 12/31/11	CSAP 07/01/11 - 06/30/12	NCC 07/01/11 - 06/30/12		CDC 01/01/12 - 12/31/12	CSAP 07/01/12 - 12/31/12	NCC 07/01/12 - 12/31/12				
23 Terzauna Treatment Centers PH-Pending		\$ 232,200				\$ 309,600				\$ 309,600				\$ 154,800		\$ 50,400	\$ 1,006,200	1,2,8	
24 Valley Community Health Center PH-Pending			\$ 75,600				\$ 100,800				\$ 100,800				\$ 50,400	\$ 327,600	2		
25 Westside Family Health Center PH-Pending			\$ 112,000				\$ 150,000				\$ 150,000				\$ 75,000	\$ 437,500	5		
26 Whittier Rio Hondo AIDS Project PH-Pending			\$ 197,100				\$ 262,800				\$ 262,800				\$ 131,400	\$ 654,100	3,7		
	\$ 462,400	\$ 1,459,800	\$ 2,109,900		\$ 1,809,600	\$ 1,946,400	\$ 2,893,200		\$ 1,809,600	\$ 1,946,400	\$ 2,893,200		\$ 1,809,600	\$ 973,200	\$ 1,446,600	\$ 2,109,900			
COMPREHENSIVE RISK COUNSELING SERVICES (CRCS)																			
27 AIDS Project Los Angeles PH-Pending			\$ 75,000				\$ 100,800				\$ 100,800				\$ 50,400	\$ 327,600	4, 6		
28 Bienestar Humano Services, Inc. PH-Pending	\$ 50,400				\$ 201,600			\$ 201,600					\$ 201,600			\$ 655,200	4,6,7,8		
29 Friends Research Institute, Inc. PH-Pending			\$ 75,900				\$ 100,800				\$ 100,800				\$ 50,400	\$ 327,600	4		
30 Special Services for Groups PH-Pending			\$ 75,600				\$ 100,800				\$ 100,800				\$ 50,400	\$ 327,600	4,8		
31 The Wall Las Memorias Project PH-Pending	\$ 25,200				\$ 100,800			\$ 100,800					\$ 100,800			\$ 327,600	3,6,7		
32 Watts Healthcare Corporation PH-Pending	\$ 25,200				\$ 100,800			\$ 100,800					\$ 100,800			\$ 327,600	6		
	\$ 100,800	\$ -	\$ 226,800		\$ 403,200	\$ -	\$ 302,400	\$ 403,200	\$ -	\$ -	\$ 302,400	\$ 403,200	\$ -	\$ -	\$ 151,200	\$ 2,283,200			
FAITH-BASED																			
33 The Wall Las Memorias Project * PH-Pending	\$ 31,200				\$ 124,800			\$ 124,800					\$ 124,800			\$ 405,600	1-8		
	\$ 31,200	\$ -	\$ -		\$ 124,800	\$ -	\$ -	\$ 124,800	\$ -	\$ -	\$ -	\$ -	\$ 124,800			\$ 405,600			
HERR NATIVE AMERICAN																			
34 AIDS Project Los Angeles PH-Pending	\$ 43,500				\$ 174,000			\$ 174,000					\$ 174,000			\$ 565,500	1-8		
	\$ 43,500	\$ -	\$ -		\$ 174,000	\$ -	\$ -	\$ 174,000	\$ -	\$ -	\$ -	\$ -	\$ 174,000			\$ 565,500			

GRAND TOTAL \$ 827,900 \$ 1,459,800 \$ 2,398,700 \$ 2,511,600 \$ 1,946,400 \$ 3,195,600 \$ 3,195,600 \$ 2,511,600 \$ 973,200 \$ 1,597,800 \$ 2,187,200

ANNUAL		TOTAL	
CDC	2,511,600	\$ 8,162,700	\$ 8,537,100
CSAP	1,946,400	\$ 8,325,800	
NCC	3,195,600	\$ 10,385,700	
TOTAL	7,653,600	\$ 24,874,200	\$ 25,248,600

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
OFFICE OF AIDS PROGRAMS AND POLICY  
HIV/AIDS HEALTH EDUCATION/RISK REDUCTION REQUEST FOR PROPOSALS  
RFP #2008-02

Attachment B

Revised Award Recommendations  
Aug-09

**Category 1A: Health Education/Risk Reduction Services Service Planning Areas 2 through 8.**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
<b>Priority Population: HIV Positive</b>				
28	Childrens Hosp Los Angeles	\$180,000	\$200,000	CDC
17	Bienestar Human Services, Inc.	\$180,000	\$200,000	CDC
70	The Los Angeles Gay and Lesbian Community Service Center	\$180,000	\$200,000	NCC
47	El Proyecto del Barrio, Inc.	\$180,000	\$200,000	NCC
16	Being Alive/People with HIV/AIDS Action Coalition	\$150,000	\$150,000	CDC
6	AIDS Project Los Angeles	\$126,000	\$127,667	NCC
<b>Priority Population: Youth</b>				
29	Childrens Hospital Los Angeles	\$142,800	\$170,000	CDC
32	City of Long Beach DH&HS	\$127,200	\$170,000	NCC
89	Special Service For Groups	\$100,800	\$170,000	NCC
103	Valley Community Clinic	\$100,800	\$150,000	NCC
62	In The Meantime Men's Group	\$183,600	\$200,000	NCC
110	Whittier Rio Hondo AIDS Project	\$112,800	\$150,000	NCC
<b>Priority Population: Men</b>				
48	El Proyecto del Barrio, Inc.	\$180,000	\$200,000	NCC
19	Bienestar Human Services, Inc.	\$180,000	\$200,000	CDC
56	Friends Research Institute, Inc.	\$140,400	\$200,000	CSAP
3	AIDS Healthcare Foundation	\$115,200	\$115,482	NCC
55	Friends Research Institute, Inc.	\$180,000	\$189,547	CSAP
68	LACADA	\$150,000	\$150,000	NCC
54	Friends Research Institute, Inc.	\$150,000	\$150,000	CSAP
5	AIDS Project Los Angeles	\$195,600	\$200,000	NCC
69	LACADA	\$100,800	\$150,000	NCC
4	AIDS Project Los Angeles	\$196,800	\$200,000	CSAP
76	Minority AIDS Project	\$150,000	\$150,000	CDC
108	Westside Family Health Center	\$150,000	\$150,000	NCC
<b>Priority Population: Women</b>				
58	Greater LA Agency on Deafness, Inc.	\$120,000	\$120,000	CDC
40	East Los Angeles Women's Center	\$180,000	\$0	CDC
38	Common Ground - The Westside HIV Community Center	\$72,000	\$72,418	CDC
64	JWCH Institute, Inc.	\$150,000	\$200,000	NCC
31	City of Long Beach DH&HS	\$160,800	\$200,000	NCC
112	Whittier Rio Hondo AIDS Project	\$150,000	\$197,857	NCC
11	Asian American Drug Abuse Program	\$150,000	\$185,000	CSAP
<b>Priority Population: Transgenders</b>				
18	Bienestar Human Services, Inc.	\$150,000	\$200,000	CDC
86	Special Service For Groups	\$150,000	\$150,000	NCC
53	Friends Research Institute, Inc.	\$150,000	\$180,000	CSAP
42	East Valley Community Health Center, Inc.	\$150,000	\$150,000	NCC
75	Minority AIDS Project	\$150,000	\$150,000	CDC
<b>Priority Population: SIPS</b>				
90	Tarzana Treatment Center, Inc.	\$180,000	\$200,000	CSAP
43	East Valley Community Health Center, Inc.	\$180,000	\$200,000	CSAP
46	El Centro Del Pueblo	\$189,600	\$190,000	CSAP
21	California Drug Counseling, Inc.	\$150,000	\$150,000	CSAP
151	Asian American Drug Abuse Program	\$150,000	pending	CSAP
		<b>\$6,235,200</b>	<b>\$6,687,971</b>	

**Category 1B: HIV/AIDS Health Education/Risk Reduction SPA 1**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
116	Tarzana Treatment Center, Inc.	\$129,600	\$140,000	CSAP
115	AIDS Project Los Angeles	\$129,600	\$140,000	NCC
		<b>\$259,200</b>	<b>\$280,000</b>	

**Category 1C: HE/RR Jails**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
118	Center for Health Justice, Inc.	\$154,800	\$200,000	CDC
		<b>\$154,800</b>	<b>\$200,000</b>	

**Category 2: Comprehensive Risk Counseling Services (CRCS)**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
126	Special Service For Groups	\$100,800	\$100,000	NCC
122	Bienestar Human Services, Inc.	\$100,800	\$100,000	CDC
123	Bienestar Human Services, Inc.	\$100,800	\$100,000	CDC
128	The Wall Las Memorias Project	\$100,800	\$100,000	CDC
124	Friends Research Institute, Inc.	\$100,800	\$100,000	NCC
130	Watts Healthcare Foundation	\$100,800	\$100,000	CDC
119	AIDS Project Los Angeles	\$100,800	\$100,000	NCC
		<b>\$705,600</b>	<b>\$700,000</b>	

**Category 3: HE/RR School Based Services**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
131	Los Angeles County Office of Education	\$0	\$250,000	CDC
		<b>\$0</b>	<b>\$250,000</b>	

**Category 4: HIV/AIDS FAITH BASED Services**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
134	The Wall Las Memorias Project	\$124,800	\$200,000	CDC
XX	African American Initiative (To be bid - RFP #2009-02)	*	**	CDC
		<b>\$124,800</b>	<b>\$200,000</b>	

**Category 5: HE/RR Native American**

Proposal #	AGENCY NAME	Final Annual Funding Recommended	Funding Recommendation PRIOR to State Cuts	Funding Source
135	AIDS Project Los Angeles	\$174,000	\$250,000	CDC
		<b>\$174,000</b>	<b>\$250,000</b>	

<b>GRAND TOTAL</b>		<b>\$7,653,600</b>	<b>\$8,567,971</b>	<b>\$914,371</b>
		*\$124,800 is set aside for RFP #2009-02 for African American Initiative	**\$200,000 for the African American Initiative was not awarded.	<b>Variance</b>

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT**

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Contract No. \_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors ("Board") the duty to preserve and protect the public's  
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's  
Board to appoint a County Health Officer, who is also the Director of County's  
Department of Public Health (hereafter "DPH" or "Department"), to prevent the spread  
or occurrence of contagious, infectious, or communicable diseases within the  
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy  
(hereafter "OAPP") under the administrative direction of County's Department of Public  
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS programs and  
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH"), and Centers for Disease Control and Prevention (hereafter "CDC"), to establish an HIV/AIDS Program (hereafter "Program"); and

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and CDC funds, Contractor must actively collaborate, recruit and refer to Ryan White Program service organizations and send referrals to agencies beyond the Ryan White Program service delivery system, including, but not limited to: substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in instances where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS counseling and testing prevention services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, subject to the availability of federal, State, or County funding sources. County shall have the sole and exclusive option to extend the Contract term for an additional two (2) year period and six (6) month-to-month extensions (Renewal Option). In any event, County may terminate

this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2, A-3 and A-4, attached hereto and incorporated herein by reference.



3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of the services to be provided under the terms of this Agreement, that the County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself and may perform all or part of such services, when possible, using County employees. During the term of this Agreement, contractor agrees to provide County with the services described in this Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: During the period date of Board approval through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually. Such maximum obligation is comprised of CDPH and CDC funds. This sum represents the total maximum obligation of County as shown in Schedule(s) \_\_\_\_\_, attached hereto and incorporated herein by reference.

5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee.

If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor.

If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder which are subject to time limitations as determined by Director, and midway through each County fiscal year during the term of this Agreement, and midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director

with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

- (1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor shall have a claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

7. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following

receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 7 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

B. If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for the actual costs

C. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 7, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

D. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants

E. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

F. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

G. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

H. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth

in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

I. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

J. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct



such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

K. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

L. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/descript of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

8. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

9. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) and attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10, 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to



this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office,

Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party.

The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media.

Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters,

medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at \_\_\_\_\_. Contractor's primary business telephone number is ( ) \_\_\_\_\_ and facsimile/FAX number is ( ) \_\_\_\_\_. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

14. BUDGET REDUCTIONS: In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule(s) «Schedules» and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

17. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of the Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

18. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County:        1.     Department of Public Health  
                              313 North Figueroa Street  
                              7<sup>th</sup> Floor  
                              Los Angeles, California 90012

Attention:                     Chief Deputy Director

                              2.     Department of Public Health  
                                     Office of AIDS Programs and Policy  
                                     600 South Commonwealth Avenue  
                                     10<sup>th</sup> Floor  
                                     Los Angeles, California 90005

Attention:                     Director

                              3.     Department of Public Health  
                                     Contracts and Grants Division  
                                     313 North Figueroa Street  
                                     6<sup>th</sup> Floor East  
                                     Los Angeles, California 90012

Attention:                     Division Chief

To Contractor:             \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_



IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ROBERT E. KALUNIAN  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants Division

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

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**EXHIBIT {Exhibit Letter}**

**AGENCY NAME**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

1. DEFINITION: HIV/AIDS Health Education/Risk Reduction (HE/RR)

prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but shall not be limited to: targeted outreach, interventions delivered to individuals (IDIs), interventions delivered to groups (IDGs), community-level interventions, and health communication/public information interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to (insert targeted population) who reside in Service Planning Area(s) (insert SPA) within of Los Angeles County, in accordance with Attachment 1, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. The Contractor will target the aforementioned target population(s). The target populations in Los Angeles County include HIV-positive individuals, youth, men, women, transgenders, and people who share needles or works. Within each target population, there are critical populations that include the

following: HIV-positive Individuals: the critical target populations for this group include gay men, non-gay identified men who have sex with men/transgenders/multiple genders, and transgender individuals.

(1) Youth: the critical target populations for this group include gay men, non-gay identified men who have sex with men/transgenders/multiple genders, transgenders, sex workers, and young women who have sex with partners of unknown HIV status/risk and/or live in highly impacted geographic areas/zip codes.

(2) Men: the critical target populations for this group include gay men and non-gay identified men who engage in insertive or receptive sexual behavior, including anal or oral sex with men, transgenders or multiple genders.

(3) Women: the critical target populations for this group include women who have sex with partners of unknown HIV status/risk and/or live in highly impacted geographic areas/zip codes.

(4) Transgender Individuals: all transgenders are considered critical populations.

(5) People who Share Needles/Works: all people who share injection paraphernalia are considered critical populations.

3. SERVICE DELIVERY SITE(S): Contractor's facility[ies] where services are to be provided hereunder are located at: [insert address here].

For the purposes of this Agreement, Contractor shall specify cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of [insert beginning date] through [insert ending date], that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed [spell out amount] Dollars (\$enter amount in numbers).

During the period of [insert beginning date] through [insert ending date], that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed [spell out amount] Dollars (\$enter amount in numbers).

The contract term shall be three (3) year contract periods with an optional two (2) year renewal. The renewal options will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond this term will be dependent upon Contractor performance and the availability of funding.

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule(s) [insert schedule number(s)]. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures, program performance, and data. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor=s staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit(s) [enter Exhibit letter], Scope(s) [insert sow number] of Work, attached hereto and incorporated herein by reference.

B. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally conducted by trained staff or volunteer educators face-to-face with individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. Contractor at a minimum

shall conduct a brief risk assessment and provide appropriate risk reduction information and materials, including, but not limited to:

- (1) Risk reduction literature;
- (2) Condoms, lubricant, and safer sex instructions;
- (3) Bleach, water, and directions to properly clean needles and works.

Other aspects of Outreach include the outreach worker's discussion of the agency's HIV/AIDS programs and/or other HIV services and how the individual can benefit from these services based on the brief risk assessment. Contractor shall gather the following required documentation during Outreach:

- (1) Date of encounter;
- (2) Location including address or cross street and zip code;
- (3) Client name, identification number, or unique identifier;
- (4) Age or age range;
- (5) Race/ethnicity;
- (6) Gender;
- (7) A brief risk assessment;
- (8) Phone number or email address.

The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At

a minimum, a Linked Referral must include referral information provided in writing and verification regarding the client=s access to services.

(1) Outreach Minimum Performance Indicators: Contractor shall document the mean number of outreach encounters required to get one person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, Interventions Delivered to Individual services, Interventions Delivered to Group services, or Comprehensive Risk Counseling and Services.

(2) Additional qualifications are included in the following job competency for Outreach Workers:



**Table A. Job Competencies (Outreach Worker)**

<b>Basic (must be achieved within 6 months of hire)</b>	<b>Preferred (In addition to Basic Competencies)</b>
Demonstrate ability to build rapport with clients (i.e. customer service skills, outreach, and open ended questions) and talk openly about sex and sexual risk taking behaviors.	Two years experience conducting outreach, group facilitation and/or individual risk reduction counseling.
Basic Knowledge of STD's, Hepatitis and Tuberculosis transmission and treatment.	Trained in co-morbidities: HIV, STD's, Hepatitis and Tuberculosis transmission and treatment.
Knowledge of substance abuse issues and treatment, and related sexual risks.	Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction.
Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV.	Extensive knowledge and experience working with high risk groups, including, Injection Drug Users, Youth and the LGBT Community.
Understanding of confidentiality and (legal) consequences of failure to abide.	HIPPA certified and knowledge of informed consent.
High School Diploma and/or successful completion of GED.	Bachelor's degree or two years experience in a human services related field.
Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research.	Experience with one or more of the following Excel, Access, Internet Explorer, Outlook or Client Level Data Systems.
Ability to manage time efficiently, meet deadlines and adapt to fast pace environments.	Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments.
Ability to research, identify and access community referrals.	Working knowledge of community services and resources.
Demonstrate proficient written-documentation and verbal-communication skills.	Experience in data collection and reporting.
General understanding and awareness of professional boundaries.	Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments.
Ability to apply skills that motivate clients to modify HIV risk taking behaviors and substance use behaviors.	Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services
Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need)	N/A
Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need)	Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need)

C. Interventions Delivered to Individuals: For the purposes of this Agreement, Interventions Delivered to Individuals (IDIs) shall be defined as health education and risk reduction counseling provided to one individual at a time. IDIs assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and includes skills-building activities. IDI activities are intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) IDI Counseling Sessions: IDIs shall consist of three (3) sessions. Each session will be a minimum of twenty minutes and must be conducted on three different days. The sessions will focus on the risk behaviors of the individual, identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff or trained volunteers. One-on-one risk reduction counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess adoption of risk reduction behaviors over a period of time. An alternative follow-up schedule may be implemented as approved by OAPP. The follow-up sessions may be conducted face-to-face, on the telephone, or via the internet.

(2) Direct Services: During each term of this Agreement,

Contractor shall conduct the following services for Interventions Delivered to Individuals as required in the Scope of Work:

(a) Individual Risk Reduction Counseling Sessions:

Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include:

- (i) Date(s) of individual/one-on-one sessions and follow-up sessions;
- (ii) Location or site of sessions;
- (iii) Client name or identification number/unique identifier and demographic information such as age, ethnicity and sexual orientation;
- (iv) Progress notes describing what was discussed during each session;
- (v) A completed risk assessment;
- (vi) A risk reduction plan;
- (vii) Client's commitment to risk reduction behaviors;
- (viii) Type of follow-up and location or site of follow-up;
- (ix) Follow-up session outline or progress note describing status of risk reduction plan;
- (x) Any referrals given.

(b) Risk Assessment: Contractor shall ensure that a risk assessment is conducted during the IDI. The risk assessment shall include, but not be limited to:

- (i) Client's risk behaviors;
- (ii) Risk reduction skills;
- (iii) Barriers to safer behavior;
- (iv) HIV status;
- (v) Substance use;
- (vi) Social support systems;
- (vii) Primary prevention strategies to keep a person HIV negative;
- (viii) Secondary prevention strategies for HIV positive clients to reduce HIV transmission, keep the person healthy over time, and prevent re-infections, and identified resources to assist clients in areas of need.

Risk assessments shall also consist of the following required documentation:

- (i) Date of assessment;
- (ii) Signature and title of staff person conducting assessment.

(c) Risk Reduction Plan: Contractor shall ensure that risk reduction plan is completed during the individual risk reduction

counseling sessions. At a minimum, risk reduction plan documentation shall include:

- (i) Goal setting;
- (ii) Action steps;
- (iii) A timeline to complete the action steps and goal.

In addition, the client must identify a short term goal to complete during the initial three sessions and a long term goal to attempt during the follow-up sessions.

(d) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include:

- (i) Date of referral;
- (ii) Client name, identification number, or unique identifier;
- (iii) Name, address and telephone number of referral agency;
- (iv) Reason for referral;
- (v) Follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) IDI Risk Reduction Counseling Staff Qualifications: At a minimum, each IDI staff shall possess: a bachelor's degree or four (4)

years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, health education or IDI staff shall have completed training on risk reduction counseling and have at least two years experience providing counseling; ability to develop and maintain written documentation; knowledge of HIV risk behaviors, human sexuality, substance use, STDs, and Hepatitis, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(4) Additional qualifications are included in the following job competency for Health Educators:

**Table B. Job Competencies (Health Educator), Intervention Delivered to Individuals**

<b>Basic</b> <b>(must be achieved within 6months of hire)</b>	<b>Preferred</b> <b>(In addition to Basic Competencies)</b>
Excellent oral communication skills, ability to build rapport with clients (i.e. customer service skills, outreach, open ended questions) and talk openly about sex and sexual risk taking behaviors.	Two years experience conducting outreach, group facilitation and/or individual risk reduction counseling.
Basic Knowledge of STD's, Hepatitis and Tuberculosis transmission and treatment.	Trained in co-morbidities: HIV, STD's, Hepatitis and Tuberculosis transmission and treatment.
Knowledge of substance abuse issues and treatment, and related sexual risks.	Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction.
Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV.	Extensive knowledge and experience working with behavioral risk groups, including, Injection Drug Users, Youth and the LGBT Community.
Understanding of confidentiality and (legal) consequences of failure to abide.	HIPPA certified and knowledge of informed consent.
High School Diploma and/or successful completion of GED.	Bachelor's degree or two years experience in a human services related field.
Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research.	Experience with one or more of the following Excel, Access, Internet Explorer, Outlook or Client Level Data Systems.
Ability to manage time efficiently, meet deadlines and adapt to fast pace environments.	Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments.
Ability to research, identify and access community referrals.	Working knowledge of community services and resources.
<b>Demonstrate proficient written-documentation skills: notes, written terminology, follow-up, process and goals.</b>	<b>Experience maintaining client caseload and participating in case study/review.</b> Experience in data collection and reporting.
General understanding and awareness of professional boundaries.	Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments.
<b>Ability to demonstrate basic skills of risk behavior assessment.</b> Motivate clients to modify HIV risk taking behaviors and substance use behaviors.	Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services
Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need)	<b>Experience in conducting a psychosocial assessment.</b>
Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need)	Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need)
<b>Knowledge of DEBI Interventions.</b>	<b>Trained in DEBI Intervention(s)</b>
<b>Able to learn and implement program module.</b>	<b>Experience adapting and implementing program modules.</b>

(5) Supervisor Qualifications: The IDI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling services and have the academic training and/or at least four years experience in counseling to ensure the appropriateness and quality of services. Such academic training includes:

- (a) A bachelor's degree;
- (b) Master's of Social Work (M.S.W.) degree;
- (c) Master's degree in counseling/psychology;
- (d) Licensed Marriage and Family Therapist (M.F.T.);
- (e) Master's of Public Health (M.P.H.); or
- (f) Ph.D. in a behavioral science field.

(6) IDI Risk Reduction Case Conferencing/Supervision: Contractor shall provide oversight in the form of one-on-one supervision or group case conferencing for all staff conducting IDI interventions at a minimum of one (1) hour per week or two (2) hours biweekly.

(a) Case Conferences will consist of group discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(b) Supervision will consist of one-on-one meeting between Supervisor and counselor to discuss selected clients with



supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality services are being provided.

(c) Case conferences or Supervision shall consist of the following required documentation:

- (i) Date of case conference or individual supervision;
- (ii) Name of participants.

In addition, individual client's discussed will have:

- (i) Documentation in the IDI chart outlining issues and concerns identified;
- (ii) Follow-up plan;
- (iii) Verification that guidance has been implemented;
- (iv) Supervisor=s first initial, last name, and title.

(7) Minimum Interventions Delivered to Individuals Indicators:

Contractor shall document the minimum IDI indicators to include, but not be limited to:

- (a) The proportion of persons that completed the intended number of IDI sessions;
- (b) The proportion of the intended number of clients to be reached with IDI who were actually reached.

D. Interventions Delivered to Groups: For the purposes of this Agreement, Interventions Delivered to Groups (IDG) are health education and

risk reduction counseling that is provided to groups of varying sizes. IDG may include peer and non-peer models involving a wide range of skills, information, education, and support. IDG must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities as required in the Scope of Work:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff or trained volunteers. IDG sessions shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of

group attendance). Follow-up with the client shall be conducted thirty (30) days after the completion of the initial modules.

(b) Group risk reduction counseling shall consist of the following required documentation:

- (i) Dates;
- (ii) Length of each session;
- (iii) Location of group;
- (iv) Names, client identification names, or unique identifiers of participants;
- (v) Follow-up form describing progress of client as outlined in the Scope of Work.

All Sessions must follow a curriculum as approved by OAPP.

(c) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when needed. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy groups. Support groups may be conducted by trained, self-identified members of the target population or staff. Follow-up with the client

shall be conducted thirty (30) days after the completion of the initial three sessions.

Support group counseling shall consist of the following required documentation:

- (i) Date;
- (ii) Time;
- (iii) Location of group;
- (iv) Names, client identification numbers, or unique identifiers of participants;
- (v) Follow-up form describing progress of client as outlined in the Scope of Work;
- (vi) A group outline, agenda, or minutes which briefly describe what was discussed must be kept on file.

(d) Peer Health Education Training: Structured training sessions in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall support peers in providing HIV education to peers. Peer Health Education Training is designed to enable peer to conduct outreach, facilitate groups, conduct IDIs, or initiate informal conversations in the community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum.

(i) Peer Health Education Training shall consist of the following required documentation:

(ii) Date;

(iii) Time;

(iv) Location of training;

(v) Participant names;

(vi) Certification test;

(vii) A training outline based on an OAPP approved curriculum.

E. Risk Assessment: Contractor shall ensure that a risk assessment is conducted during Interventions Delivered to Groups. The risk assessment will include, but not be limited to:

(1) Client's risk behaviors;

(2) Risk reduction skills;

(3) Barriers to safer behavior;

(4) Substance use;

(5) Social support systems;

(6) HIV status;

(7) Identified resources to assist clients in areas of need.

Risk assessments shall also consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment.

F. Referrals: Contractor shall ensure that all persons of unknown HIV status are referred to HIV testing. At a minimum, documentation of this referral shall include:

- (1) Date of referral;
  - (2) Client name, identification number, or unique identifier;
  - (3) Name, address and telephone number of referral agency,
- signed and dated by staff member providing services.

G. IDG Staff Qualifications: At a minimum, each staff shall possess:

- (1) A bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education;
- (2) Ability to develop and maintain written documentation;
- (3) Knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies;
- (4) Cultural and linguistic competence.

Additional qualifications are included in the following job competency for Health Educators:

**Table C. Job Competencies (Health Educator), Intervention Delivered to Groups**

<b>Basic (must be achieved within 6 months of hire)</b>	<b>Preferred (In addition to Basic Competencies)</b>
<b>Excellent oral communication skills</b> , ability to build rapport with clients (i.e. customer service skills, outreach, open ended questions) and talk openly about sex and sexual risk taking behaviors.	Two years experience conducting outreach, group facilitation and/or individual risk reduction counseling. <b>Proficient public speaking skills.</b>
Basic Knowledge of STD's, Hepatitis and Tuberculosis transmission and treatment.	Trained in co-morbidities: HIV, STD's, Hepatitis and Tuberculosis transmission and treatment.
Knowledge of substance abuse issues and treatment, and related sexual risks.	Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction.
Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV.	Extensive knowledge and experience working with behavioral risk groups, including, Injection Drug Users, Youth and the LGBT Community.
Understanding of confidentiality and (legal) consequences of failure to abide.	HIPPA certified and knowledge of informed consent.
High School Diploma and/or successful completion of GED.	Bachelor's degree or two years experience in a human services related field.
Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research.	Experience with one or more of the following Excel, Access, Internet Explorer, Outlook or Client Level Data Systems.
Ability to manage time efficiently, meet deadlines and adapt to fast pace environments.	Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments.
Ability to research, identify and access community referrals.	Working knowledge of community services and resources.
<b>Demonstrate proficient written-documentation skills: notes, written terminology, follow-up, process, goals, sign-in-sheets and logs.</b>	<b>Experience in creating client service plans.</b> Experience in data collection and reporting.
General understanding and awareness of professional boundaries.	Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments.
<b>Ability to demonstrate basic skills of risk behavior assessment.</b> Motivate clients to modify HIV risk taking behaviors and substance use behaviors.	Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services
Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need)	<b>Experience in conducting a psychosocial assessment.</b>
Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need)	Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need)
<b>Specific to DEBI/EBI:</b>	
Knowledge of DEBI Interventions.	Trained in DEBI Intervention(s)
Knowledge and understanding of curriculum principles.	Experience in curricula development and adaptation.
Understanding of Group Dynamics (differentiate process, outcome, curricula, and learning groups).	Two years experience and knowledge conducting process, didactic, open groups.
General understanding of life-long learning.	Completed advanced/supplemental education/training, able to demonstrate skills and present certificates/CEU.

H. Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes:

- (1) Master's of Social Work (M.S.W.) degree;
- (2) Master's degree in counseling/psychology;
- (3) Licensed Marriage and Family Therapist (M.F.T.);
- (4) Master's of Public Health (M.P.H.); or
- (5) Ph.D. in a behavioral science field; or
- (6) A bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

I. Minimum IDG Indicators: Contractor shall document the minimum Group-Level Intervention (IDG) Indicators to include, but not be limited to:

- (1) The proportion of persons that completed the intended number of sessions;
- (2) The proportion of the intended number of the BRG clients to be reached with the IDG who were actually reached.

J. Community Level Interventions: For the purposes of the agreement, Community Level Interventions (CLI) seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole,



rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

(1) Direct Services: During each term of this Agreement, Contractor may conduct the following services for CLIs as required in the Scope of Work:

(a) Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. The process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

(b) Community Forums: Community forums are CLIS in which information is provided to and elicited from the community.

(c) Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and local celebrations in communities that deliver public information to large numbers of people.

(d) Structural Interventions: This is an intervention designed

to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

(e) Social Marketing: A CLI that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Material Review Process.

(1) CLI Staff Qualifications: At a minimum, each staff shall possess:

(a) A bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education;

(b) Ability to develop and maintain written documentation;

(c) Knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population;

(d) HIV behavior change principles and strategies;

(e) Cultural and linguistic competence.

(2) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes:

(a) Master's of Social Work (M.S.W.) degree;

(b) Master's degree in counseling/psychology;

(c) Licensed Marriage and Family Therapist (M.F.T.);

(d) Master's of Public Health (M.P.H.); or

(e) Ph.D. in a behavioral science field; or

(f) A bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

E. Health Communication/Public Information (HC/PI): For the purposes of the agreement, HC/PIs are the delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for interventions with skills building component.

(1) Group Presentations: These are information-only activities conducted in group settings often call "one-shot" educational interventions. Group presentations differ from risk reduction counseling in

that presentations lack a skills-building component. Group presentation cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

(2) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for HC/PIs as required in the Scope of Work:

(a) HC/PI sessions in group settings: Contractor shall ensure that documentation is maintained for HC/PI sessions. At a minimum documentation shall include:

- (i) Date of HC/PI session;
- (ii) Location or site of session;
- (iii) A summary of what was discussed during the session.

(b) Linked Referrals: Contractor shall ensure that referral documentation is maintained for individual risk reduction counseling sessions. At a minimum, referral documentation shall include:

- (i) Date of referral;
- (ii) Client name, identification number, or unique identifier;
- (iii) Name, address and telephone number of referral agency;
- (iv) Reason for referral;

(v) Follow-up verification that client accessed services, signed and dated by staff member providing services.

(3) HC/PI Staff Qualifications: At a minimum, each staff shall possess:

- (a) A bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education;
- (b) Ability to develop and maintain written documentation;
- (c) Knowledge of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and
- (d) HIV behavior change principles and strategies; and
- (e) Cultural and linguistic competence.

(4) Supervisor Qualifications: The staff and volunteers providing services hereunder shall be supervised by a staff member or consultant with experience in providing group facilitation and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes:

- (a) Master's of Social Work (M.S.W.) degree;
- (b) Master's degree in counseling/psychology;
- (c) Licensed Marriage and Family Therapist (M.F.T.);
- (d) Master's of Public Health (M.P.H.); or

(e) Ph.D. in a behavioral science field; or

(f) A bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff.

For the purposes of this Agreement, staff shall be defined as paid individuals providing services as described in Exhibit(s) [insert SOW Exhibit letter], Scope(s) of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to:

- (1) Job description of all positions funded under this Agreement;
- (2) Staff resume(s);
- (3) Appropriate degrees and licenses;
- (4) Biographical sketch(es) as appropriate.

In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant,

Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit(s) [enter SOW exhibit letter], Scope(s) of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. All direct service staff in this agreement shall have general training including, but not be limited to:

(1) HIV/AIDS Training: Training shall include at a minimum:

- (a) How the immune system fights diseases;
- (b) Routes of transmission;
- (c) Transmission myths;
- (d) HIV=s effect on the immune system and opportunistic

infections;

- (e) HIV treatment strategies;
- (f) HIV antibody testing and test site information;
- (g) Levels of risky behavior;
- (h) Primary and secondary prevention methods;
- (i) Psychosocial and cultural aspect of HIV infection;
- (j) Legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) Training: Training shall include at a minimum:

- (a) Routes of transmission;

- (b) Signs and symptoms;
- (c) Treatment and prevention;
- (d) Complications;
- (e) Links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) Training: Training shall include at a minimum:

- (a) Definition of TB exposure and disease;
- (b) Routes of transmission;
- (c) Signs and symptoms;
- (d) TB tests;
- (e) Treatment and prevention;
- (f) Drug resistant TB;
- (g) Links between TB and HIV.

(4) Cultural/Diversity Sensitivity Training: Training will include at a minimum:

- (a) Finding common ground;
- (b) Respecting differences;
- (c) How HIV/AIDS interacts with race, class, sex, and sexual orientation.

(5) Substance Use and Crystal Methamphetamine Use Training:  
Training will include at a minimum:



- (a) Substance use trends;
- (b) Prevention and treatment;
- (c) Association with HIV risk.

(6) Legal/Ethical Issues Training: Training will include at a minimum: confidentiality and limitations and boundaries of the paraprofessional role.

B. Outreach Staff Training: In addition to the aforementioned training, for all paid staff conducting outreach, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing outreach services. Staff training shall include, but not be limited to:

- (1) Outreach policies and procedures;
- (2) Rapport building;
- (3) Understanding outreach in a scientific context;
- (4) Engagement strategies;
- (5) Health information and demonstration strategies;
- (6) Confidentiality and ethics;
- (7) Knowledge of social services in the area;
- (8) Outreach training focused on conducting brief risk assessments and documenting referrals.

C. IDI Staff Training: In addition to the aforementioned training, for all paid staff conducting IDIs, contractor shall conduct or arrange at least eight (8) additional hours per year of appropriate staff training to assist staff with

performing IDI services. Staff training shall include, but not be limited to:

- (1) Orientation to roles;
- (2) Limitations of responsibility;
- (3) How and when to access supervision;
- (4) How and when to utilize other service providers;
- (5) Client centered counseling;
- (6) Non-judgmental responding and empathetic listening;
- (7) IDI Counseling skills such as boundary setting, active listening, and engagement strategies;
- (8) Risk Assessment training including rapport building, survey administration, data gathering, and documentation.

D. IDG Staff Training: In addition to the aforementioned training, for all paid staff conducting IDGs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing IDG services. Staff training shall include, but not be limited to:

- (1) Orientation to internal IDG policies and procedures;
- (2) Tracking systems;
- (3) Client follow-up procedure;
- (4) Recruitment and retention strategies;
- (5) How and when to access supervision;
- (6) How to utilize and refer clients to other available services;
- (7) Curriculum Development - Contractor shall ensure that at least

one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training;

(8) Facilitation skills including:

(a) Facilitation of prevention and education

support/discussion groups;

(b) Non-judgmental responding;

(c) Empathetic listening;

(d) Service documentation.

(9) Risk Assessment: Staff training shall include, but not be limited to:

(a) Rapport building;

(b) Survey administration;

(c) Data gathering;

(d) Documentation.

E. CLI Staff Training: In addition to the aforementioned training, for all paid staff conducting CLIs, contractor shall conduct or arrange at least 8 additional hours per year of appropriate staff training to assist staff with performing CLIs. Staff training shall include, but not be limited to:

(1) Orientation to CLI policies and procedures;

(2) Event organizing;

(3) How to utilize and refer clients to other available services;

(4) Social Marketing Training including:

- (a) How to plan a campaign;
- (b) Develop strategy;
- (c) Evaluate campaign;
- (d) Distribute social marketing materials.

F. HC/PI Staff Training: In addition to the aforementioned training, for all paid staff conducting HC/PI, contractor shall conduct or arrange at least 4 additional hours per year of appropriate staff training to assist staff with performing HC/PI services. Staff training shall include, but not be limited to:

- (1) HC/PI policies and procedures;
- (2) Rapport building;
- (3) Recruitment strategies;
- (4) Health information;
- (5) Demonstration strategies;
- (6) Confidentiality and ethics,
- (7) Knowledge of social services in the area;
- (8) Facilitation skills including:
  - (a) Facilitation of prevention and education support/discussion groups;
  - (b) Non-judgmental responding.

Contractor shall maintain documentation of staff training to include, but not be limited to:

- (1) Date;
- (2) Length of time;
- (3) Location of staff training;
- (4) Training topic(s);
- (5) Name of attendees and document training activities in monthly reports to OAPP.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING DATA for HE/RR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10<sup>th</sup> Floor, Los Angeles, California 90005, Attention: Financial Services Division Chief.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit {Exhibit Letter TB Guidelines}, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

12. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency=s QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program=s mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not

create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee.

The findings of the data analyses shall be communicated with all program



staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency=s QM committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client=s grievances at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the agency=s QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not be limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

13. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor=s QM program annually. A numerical score will be issued to the contractor=s QM program based on one hundred percent (100%) as the maximum score. Contractor=s QM program shall be assessed for

implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

14. EVALUATION: Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with OAPP guidance.

15. DATA COLLECTION SYSTEM:

A. Contractor shall utilize the web-based system identified by OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges,

printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

16. PARTNER SERVICES: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary, linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

A. Services to be Provided: During each term of this Agreement, trained program staff as specified in Paragraph 16, Subparagraph B, shall provide PS to HIV positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC);

consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. If necessary, risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as adopted by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in closed room or area that ensures client confidentiality. All PS shall follow the CDC guidance on HIV Partner Services. Additionally, Contractor shall provide such services as described in Exhibit(s), Scope(s) of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

(1) Offer PS to at least ninety percent (90%) of all HIV positive persons as a routine part of service delivery. Individuals who do not wish to receive PS will be asked for demographic information including but not limited to: age; date of birth; zip code; county of residence; gender; race; marital status; pregnancy status; and reasons for refusal so that characteristics of non-respondents can be evaluated.

(2) Provide PS, upon acceptance by client, to at least eighty percent (80%) of all HIV-positive clients. Based on client's disclosure selection, PS shall include but not be limited to the following options:

- (a) Provide coaching for self disclosure;
- (b) Provide dual disclosure session;
- (c) Gather partner elicitation information and fax to Sexually Transmitted Disease (STD) Program;
- (d) Provide linked referral to STD Program for anonymous third party disclosure;

(3) Provide HIV counseling and testing services or a linked referral to HIV testing services, upon acceptance by client, to at least eighty-five percent (85%) of partners of index clients.. Individuals who do not wish to receive HIV counseling and testing services will be asked for demographic information including but not limited to: age; date of birth; zip code; county of residence; gender; race; and marital status; pregnancy status; and reasons for refusal of test.

(4) Link to HIV medical care, and other care and prevention services, as necessary, at least ninety-five percent (95%) of newly diagnosed persons living with HIV, identified through PS.

B. Program staff, who shall include but not be limited to: HIV Test Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case.

Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

C. If the index client refuses PS, program staff shall collect information from the client regarding the reasons for refusal. Information regarding index client's refusal of PS shall be documented in the medical chart or client file and on the designated data collection instrument. PS services shall continue to be offered through subsequent interactions with the client throughout their continuum of care.

D. Definitions: Per this agreement, the following definitions shall apply to Partner Services

(1) Index Client – Index clients are persons living with HIV who are offered and accepted Partner Services.

(2) Self Disclosure: Self disclosure is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their possible exposure to HIV and for referring them to appropriate services. When self disclosure is chosen, program staff shall coach and/or role play the following: WHEN to do the notification-encouraging the client to notify partners promptly; WHERE to perform the notification-encouraging a private setting; HOW to tell the partner-coaching the client to avoid blame by stating in simple terms someone has tested positive, and because this person cares about the partner, he/she is encouraging the partner to seek examination and treatment;

REACTION-asking the client how they think the partner will react, or has reacted to difficult news in the past. Program staff shall assess for the possibility of domestic violence/intimate partner violence and discourage self disclosure if present. This coaching and/or role-playing will help the client anticipate potential problems, especially in regard to loss of anonymity.

(3) Dual Disclosure: This method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting. Dual disclosure can occur in a variety of settings including counseling and testing sites, or any confidential setting that is selected by the client and agreed to by the provider. For purposes of this agreement, dual disclosure shall only be conducted at an approved contractor service site. The client discloses to the partner in the presence of the provider who answers questions, provides support, and offers immediate testing. Dual-disclosure is the preferred method for notification since it allows for verification that the partner has been notified and provides immediate access to the partner for the delivery of other needed services such as testing, counseling, support, and linkages into care as necessary.

(4) Anonymous Third Party Disclosure: Anonymous Third Party disclosure is a notification strategy where, with the consent of the index client, the DIS/PHI takes responsibility for confidentially notifying partners



of the possibility of their exposure to HIV. The DIS/PHI use the information provided by the index client or by record search to locate and refer the partner for prevention counseling, testing, and examination. Once the partner has been located, the DIS/PHI informs him or her confidentially and privately of the possibility of his or her exposure to HIV. Information leading to the identity of the index client must never be revealed to the partner.

E. Client Defers Action: If the client does not feel comfortable using anonymous third party disclosure, the program staff shall work with the client to develop a plan for future disclosure. The client shall always have the option to defer action at the time of the elicitation interview. If possible, program staff shall obtain locating information on all partners and suspects, regardless of the option chosen, so program staff is prepared to follow up on partner notification activities at a later time. For those clients that still refuse to go forward with the interview, the program staff shall collect the client's reason for refusal of Partner Services.

F. Confidentiality: Minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with index

clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved. This includes counseling partners in a private setting; trying to notify exposed partners face-to-face; never revealing the name of the index client to the partner; not leaving verbal messages that include HIV on answering machines; not leaving written messages that include any mention of HIV; not giving confidential information to third parties (roommates, neighbors, parents, spouses, and children).

G. Linkage to Care: For all partners who are identified as HIV-positive, Contractor shall track medical and psychosocial referrals and follow-through. A Linked Referral is the direction of a client to a specific service as indicated by the risk assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

H. Documentation: Contractor will utilize the PS data collection form and/or a data system as directed by OAPP to document all PS provided. For the aforementioned disclosure options, the PS data collection form indicating the option selected by the client must be completed and remain on file at the agency as well as submitted to the Sexually Transmitted Disease Program as indicated.

I. Additional Staffing Requirements: Partner Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC and are linguistically and culturally appropriate. Programs should employ staff that has general computer skills that

will allow them to enter data into a data system as required by OAPP.

(1) At a minimum, contractor must ensure that at least one program staff person attends the Partner Services training provided by OAPP and/or the State PCRS Program.

17. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit {Exhibit Letter AIDS-Related Materials}.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but shall not be limited to: written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings).

18. PREVENTION PLANNING COMMITTEE:

A. Contractor shall actively participate in the Prevention Planning

Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

19. SUB-CONTRACT AND CONSULTANT AGREEMENTS: Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant service.

20. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information of all program staff.

21. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well

as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County Department of Public Health, Office of AIDS Programs and Policy, Prevention Services Division.

22. PEOPLE WITH HIV/AIDS BILLS OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit {Exhibit Letter Bill of Rights}, "People with HIV/AIDS Bill of Rights and Responsibilities" (hereafter "Bill of Rights") document aforementioned agreement and incorporated herein by reference, as applicable. Contractor shall post this document and/or Contractor-specific higher standard at all provider sites, disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard. If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

23. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of various ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

## EXHIBIT B

# GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

### INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, *Mycobacterium tuberculosis*, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Office and the office of AIDS Programs and Policy.

### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.
  - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.

1. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
  2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
- B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
1. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
  2. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
- C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    1. Change in the tuberculin skin test from negative to positive;
    2. Person who is known or suspected to have a current diagnosis of TB; and
    3. Person who is known to be taking TB medications for treatment of disease only.
  - D. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

F:\Divisions\Contract Administration\Contract Development\Tools for Package Construction\Standard Exhibits\TB Guidelines\2009.05.20 EXHIBIT B TB Guidelines.doc



## **EXHIBIT C**

### **PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

#### **A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fee for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

#### **B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

#### **C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

#### **D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

#### **E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

#### **F. Patient/Client Responsibilities**

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. The use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

#### **For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787  
8:00 am – 5:00 pm  
Monday - Friday

## Exhibit D

### REQUIREMENTS FOR CONTENT OF HIV/AIDS-RELATED MATERIALS

- A. Contractor shall obtain written approval from OAPP's Director or designee for all program administrative and educational materials utilized in association with this Agreement prior to its implementation to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS services, consistent with contracted services, factually accurate, culturally and linguistically competent, adherent to community norms and values, and are in compliance with contract requirements.
- B. All OAPP funded programs must comply with federal, state and local regulations regarding HIV educational materials, including with the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs (or most recent updated), as referenced in Exhibit D.
- C. All materials used by an agency for OAPP-funded activities must be submitted for approval to OAPP, whether or not they were developed using OAPP funds, in accordance with OAPP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>
- D. Contractor shall submit all program administrative and educational materials for each new or renewed contract prior to implementation. Administrative materials must be submitted 30 prior to intended use or as outlined in the Scope of Work (SOW). Educational materials must be submitted 60 days prior to intended use or as outlined in the SOW.
- E. For the purposes of this Agreement, educational materials may include, but not be limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings). Programmatic administrative materials may include, but not be limited to, confidentiality agreement forms, data collection forms, commitment forms, policies and procedures for services provided, protocols (i.e. CRCS, Outreach, etc), promotional flyers and posters, sign in sheets, consent forms, individual service plan forms.

Requirements for Content of AIDS-related Materials

Page 2 of 2

Updated: May 1, 2009

- F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Material that contains certain types of information including but not limited to: statistics, resources, benefit or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission.

**SERVICE DELIVERY SPECIFICATIONS**

{AGENCY NAME}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

**TARGET POPULATIONS:**

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
%	%	%	%	%	%	%	%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the Los Angeles County HIV Prevention Plan 2009-2013 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
%	%	%	%	%	100%

## SCHEDULE 1

{AGENCY NAME}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

	<u>Budget Period</u> Term Start Date through Term End Date	
Personnel {Salaries and Employee Benefits}	\$	0
Operating Expenses	\$	0
Capital Expenditures	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 2

{AGENCY NAME}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

	<u>Budget Period</u> Term Start Date through Term End Date	
Personnel {Salaries and Employee Benefits}	\$	0
Operating Expenses	\$	0
Capital Expenditures	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 3**

**{AGENCY NAME}**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

	<u>Budget Period</u> Term Start Date through Term End Date	
Personnel {Salaries and Employee Benefits}	\$	0
Operating Expenses	\$	0
Capital Expenditures	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.



## SCHEDULE 4

{AGENCY NAME}

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

	<u>Budget Period</u> Term Start Date through Term End Date	
Personnel {Salaries and Employee Benefits}	\$	0
Operating Expenses	\$	0
Capital Expenditures	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contractor: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

EXHIBIT A-1  
 SCOPE OF WORK  
 01/01/10 -- 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among adult deaf and hard of hearing men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 00/00/00, a minimum of 120 MSM and WSR will participate in an outreach encounters and complete an HIV risk assessment.</p> <p>\$ 72 MSM \$ 48 WSR</p> <p>Outreach encounter session last between 20-30 minutes and should include a brief risk assessment that will assist the staff to provide client-centered linked referrals to appropriate services.</p>	<p>1.1 Review and revise as needed, outreach protocol, linked referral protocol, HIV risk assessment forms, incentive plan, and educational pamphlets. Protocol to include but not be limited to: understanding outreach and outreach in a scientific context, engagement strategies, cultural sensitivity, risk factors and co-factor for the deaf and hard of hearing, safety and awareness of environment, effective communication and American signed language skills, health information and demonstration strategies, confidentiality and ethics, laws and regulations, burn out prevention and the Do=s and Don=ts of outreach. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p> <p>1.2 Schedule outreach sessions and maintain a calendar with sites, dates, and times.</p> <p>1.3 Conduct outreach and maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented.</p>	<p>By 00/00/00</p>	<p>1.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>1.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1.3 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

<p>1A.O By 00/00/00, a minimum of 42 MSM and WSR will be linked into at least one of the following services: HIV Counseling and Testing (HCT), Sexually Transmitted Disease (STD) screening or testing services, and Interventions Delivered to Groups (IDG), Interventions Delivered to Individuals (IDI) or Comprehensive Risk Reduction Counseling and Services (CRCS).</p> <p>\$ 24 MSM \$ 18 WSR</p>	<p>1.4 Administer HIV risk assessment, analyze results, and submit to OAPP.</p> <p>1A.1 Conduct outreach and maintain documentation of linked referrals provided. Documentation shall include, but not be limited to: client identification information, site, date, referral site, and verification of completed referral.</p>	<p>00/00/00and ongoing</p> <p>00/00/00and ongoing</p>	<p>1.4 Completed materials will be kept in client charts and number of participants documented in monthly reports to OAPP</p> <p>1A.1 Completed materials will be kept on file and number of participants documented in monthly report to OAPP.</p>
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Contractor: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

EXHIBIT A-1  
 SCOPE OF WORK  
 01/01/10 – 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among adult deaf and hard of hearing men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1B.0 By 00/00/00, agency will determine the number of mean outreach encounters required to get one person into HCT services, STD testing, IDI, IDG and CRCs services.	1B.1 Administer intervention, analyze results, and submit finding to OAPP.	00/00/00and ongoing	1B.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 00/00/00, a minimum of 28 MSM and WSR will complete at least three (3) sessions of a closed (3)-session Risk Reduction Counseling Group. Each session will be one hundred and fifty (150) minutes and will meet on separate dates.  \$ 12 MSM \$ 16 WSR	2.1 Review and revise, as needed, workshop curriculum, risk assessment, pre/post tests, incentives plan, educational pamphlets and referral form. Workshop curriculum to include but not be limited to: behavior change, safer sex practices, condom use, and needle cleaning techniques. Submit to OAPP for approval.  2.2 Schedule IDG sessions and maintain a calendar of sites, dates, and times.  2.3 Conduct IDG sessions and obtain sign-in sheets.	By 00/00/00  00/00/00and ongoing  00/00/00and ongoing	2.1 Letter(s) of OAPP approval and materials will be kept on file.  2.2 Documents will be kept on file and submitted with monthly reports to OAPP.  2.3 Documents will be kept on file and number of participants reported in monthly reports to OAPP.
2A.0 By 00/00/00, a minimum of 14 MSM and WSR will complete a risk assessment.  \$ 12 MSM \$ 16 WSR	2A.1 Administer risk assessment form, analyze results, and submit data to OAPP.	00/00/00and ongoing	2A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

2B.0 By 00/00/00, all MSM and WSR whose HIV status is unknown will be referred for HIV Counseling and Testing Services.	2B.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Submit data to OAPP.	00/00/00and ongoing	2B.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
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Contractor: \_\_\_\_\_  
Contract #: \_\_\_\_\_

EXHIBIT A-1  
SCOPE OF WORK  
01/01/10 -- 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among adult deaf and hard of hearing men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING
2C.0 By 00/00/00, a minimum of 24 MSM and WSR will show a 15% increase in score from a pre-test completed during the first session of the workshop to the completion of a post-test during	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.	00/00/00and ongoing	2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.

<p>the last session.</p> <p>\$ 10 MSM</p> <p>\$ 14 WSR</p> <p>2D.0 By 00/00/00, a minimum of 10 MSM and WSR will commit to at least one risk reduction behavior.</p> <p>\$ 10 MSM</p> <p>\$ 10 WSR</p> <p>2E.0 By 00/00/00, a minimum of 8 MSM and WSR will have maintained at least one risk reduction behavior at a one-month follow-up session.</p> <p>\$ 6 MSM</p> <p>\$ 10 WSR</p> <p>2F.0 By 00/00/00, agency will determine the proportion of persons that completed the intended number of IDG sessions.</p> <p>2G.0 By 00/00/00, agency will determine the proportion of the intended number of IDG who were actually reached.</p>			
<p>2D.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	<p>2D.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	<p>00/00/00 and ongoing</p>	<p>2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2E.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	<p>2E.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	<p>00/00/00 and ongoing</p>	<p>2E.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2F.1 Collect data forms, analyze results, and submit data to OAPP.</p>	<p>2F.1 Collect data forms, analyze results, and submit data to OAPP.</p>	<p>00/00/00 and ongoing</p>	<p>2F.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2G.1 Collect data forms, analyze results, and submit data to OAPP.</p>	<p>2G.1 Collect data forms, analyze results, and submit data to OAPP.</p>	<p>00/00/00 and ongoing</p>	<p>2G.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p>

Contractor: \_\_\_\_\_

Contract #: \_\_\_\_\_

EXHIBIT A-1  
SCOPE OF WORK  
01/01/10 – 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among adult deaf and hard of hearing men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING
<p>3.0 By 00/00/00, a minimum of 28 MSM and WSR will participate in at least three (3) individual risk-reduction counseling sessions.</p> <p>Individual risk reduction counseling sessions must be face-to-face and at least one (1) hour in length. Follow-up sessions shall be conducted after the last IDI session. Follow-up sessions can be conducted face-to-face, by phone, and/or email.</p> <p>\$ 22 MSM \$ 6 WSR</p>	<p>3.1 Review and revise as needed, individual level counseling protocol, and forms to include incentives plan, in addition to: client intake form (name or unique identifier, demographics etc.), HIV risk assessment form, client centered service plan form, progress notes forms, case closure summary form, information on Partner Counseling and Referral Services (PCRS)/Disclosure Assistance Services (DAS); IDI protocol must follow standards and guidelines as indicated in Exhibit. Submit to OAPP for approval.</p> <p>3.2 Schedule individual risk reduction sessions and maintain a calendar of sites, dates, and times.</p> <p>3.3 Conduct individualized risk-reduction counseling activities and obtain sign-in sheets.</p>	<p>By 00/00/00</p> <p>OO/00/00 and ongoing</p> <p>OO/00/00 and ongoing</p>	<p>3.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>3.2 Documents will be kept on file and submitted in monthly reports to OAPP.</p> <p>3.3 Documents will be kept on file and submitted in monthly reports to OAPP.</p>
3A.0 By 00/00/00, a minimum of 28 MSM and WSR will complete an	3A.1 Administer HIV risk assessment, IDI documents,	OO/00/00	3A.1 Completed materials will be kept on file and

<p>HIV risk assessment and IDI documentation.</p> <p>\$ 22 MSM</p> <p>\$ 6 WSR</p> <p>3B.0 By 00/00/00, all MSM and WSR whose HIV status is unknown will be referred for HIV Counseling and Testing Services.</p> <p>3C.0 By 00/00/00, all HIV positive MSM and WSR will be referred to PCRS/DAS.</p> <p>3D.0 By 00/00/00, a minimum of 24 MSM and WSR will complete a Client Centered Prevention Plan (CCPP).</p> <p>\$ 18 MSM</p> <p>\$ 6 WSR</p>			
<p>analyze results, and submit findings to OAPP.</p> <p>3B.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Submit data to OAPP.</p> <p>3C.1 Review risk assessment for HIV status information. Refer to PCRS/DAS services if status is unknown. Submit data to OAPP.</p> <p>3D.1 Administer the CCPP, analyze results, and submit findings to OAPP.</p>	<p>and ongoing</p> <p>00/00/00</p> <p>and ongoing</p> <p>00/00/00</p> <p>and ongoing</p> <p>00/00/00</p> <p>and ongoing</p>		
<p>results documented in monthly reports to OAPP.</p> <p>3B.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p> <p>3C.1 Completed materials will be kept on file and results submitted to OAPP.</p> <p>3D.1 Completed materials will be kept on file and results submitted to OAPP.</p>			



Contractor: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

EXHIBIT A-1  
 SCOPE OF WORK  
 01/01/10 – 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among adult deaf and hard of hearing men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING
3E.O By 00/00/00, a minimum of 20 MSM and WSR will commit to at least one risk reduction behavior identified in the CCPP.  \$ 16 MSM \$ 4 WSR	3E.1 Administer behavioral commitment forms, analyze results, and submit findings to OAPP.	00/00/00 and ongoing	3E.1 Completed materials will be kept on file and results submitted to OAPP.
3F.O By 00/00/00, a minimum of 16 MSM and WSR will have maintained at least one risk reduction behavior at a 30-day follow up session.  \$ 14 MSM \$ 2 WSR	3F.1 Administer HIV risk assessment, analyze results, and submit findings to OAPP.	00/00/00 and ongoing	3F.1 Completed materials will be kept on file and results submitted to OAPP.
3G.O By 00/00/00, a minimum of 16 MSM and WSR will have maintained at least one risk reduction behavior at a 60-day follow up session.  \$ 14 MSM \$ 2 WSR	3G.1 Administer behavioral commitment forms, analyze results and submit finding to OAPP.	00/00/00 and ongoing	3G.1 Completed materials will be kept on file and results submitted to OAPP.
3H.O By 00/00/00, a minimum of 14 MSM and WSR will have maintained at least one risk reduction behavior at a 90-day follow up session.	3H.1 Administer behavioral commitment forms, analyze results and submit finding to OAPP.	00/00/00 and ongoing	3H.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.

\$ 10 MSM			
\$ 4 WSR			
31.0 By OO/00/00, agency will determine the proportion of persons that completed the intended number of IDI sessions.	31.1 Collect data forms, analyze results, and submit data to OAPP.	OO/00/00 and ongoing	31.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
31.0 By OO/00/00, agency will determine the proportion of the intended number of the target population to be reached with the IDI intervention who were actually reached.	31.1 Collect data forms, analyze results, and submit data to OAPP.	OO/00/00 and ongoing	31.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO  
COMMUNITIES OF FAITH**

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Contract No. \_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO  
COMMUNITIES OF FAITH**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors ("Board") the duty to preserve and protect the public's  
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's  
Board to appoint a County Health Officer, who is also the Director of County's  
Department of Public Health (hereafter "DPH" or "Department"), to prevent the spread  
or occurrence of contagious, infectious, or communicable diseases within the  
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy  
(hereafter "OAPP") under the administrative direction of County's Department of Public  
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS programs and  
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH"), and Centers for Disease Control and Prevention (hereafter "CDC"), to establish an HIV/AIDS Program (hereafter "Program"); and

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and CDC funds, Contractor must actively collaborate, recruit and refer to Ryan White Program service organizations and send referrals to agencies beyond the Ryan White Program service delivery system, including, but not limited to: substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in instances where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS counseling and testing prevention services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_, subject to the availability of federal, State, or County funding sources. County shall have the sole and exclusive option to extend the Contract term for an additional two (2) year period and six (6) month-to-month extensions (Renewal Option). In any event, County may terminate

this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2 A-3, attached hereto and incorporated herein by reference.



3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of the services to be provided under the terms of this Agreement, that the County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself and may perform all or part of such services, when possible, using County employees. During the term of this Agreement, contractor agrees to provide County with the services described in this Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: During the period date of Board approval through \_\_\_\_\_, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) annually. Such maximum obligation is comprised of CDPH and CDC funds. This sum represents the total maximum obligation of County as shown in Schedule(s) \_\_\_\_\_, attached hereto and incorporated herein by reference.

5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee.

If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor.

If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder which are subject to time limitations as determined by Director, and midway through each County fiscal year during the term of this Agreement, and midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director

with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION /

TERMINATION OF AGREEMENT: Contractor shall have a claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

7. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following

receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 7 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

B. If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for the actual costs

C. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 7, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

D. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants

E. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

F. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

G. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

H. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth

in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

I. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

J. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct



such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

K. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

L. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/descript of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

8. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

9. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) and attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10, 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s),

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to



this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office,

Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party.

The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media.

Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Unique Insurance Coverage: Insurance providing sexual misconduct liability coverage is required when Contractor's work involves care or supervision of children, seniors and other vulnerable persons. This coverage may include services such as child care, foster care, group homes, emergency shelters,

medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport and security services.

(1) **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. **CONTRACTOR'S OFFICES:** Contractor's primary business offices are located at \_\_\_\_\_. Contractor's primary business telephone number is ( ) \_\_\_\_\_ and facsimile/FAX number is ( ) \_\_\_\_\_. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

14. **BUDGET REDUCTIONS:** In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule(s) «Schedules» and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

17. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of the Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

18. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health  
313 North Figueroa Street  
7<sup>th</sup> Floor  
Los Angeles, California 90012

Attention: Chief Deputy Director

2. Department of Public Health  
Office of AIDS Programs and Policy  
600 South Commonwealth Avenue  
10<sup>th</sup> Floor  
Los Angeles, California 90005

Attention: Director

3. Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street  
6<sup>th</sup> Floor East  
Los Angeles, California 90012

Attention: Division Chief

To Contractor:

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ROBERT E. KALUNIAN  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants Division

## EXHIBIT

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO  
COMMUNITIES OF FAITH**

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**EXHIBIT «Exhibit\_Letter»**

**«AGENCY\_NAME\_FULL\_CAPS»  
«Project\_Name\_if\_applicable»**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO  
COMMUNITIES OF FAITH**

1. DEFINITION: HIV/AIDS prevention initiative for African-American and Latino communities of faith (Faith-Based) serve to empower and mobilize religious institutions and communities of faith to improve Los Angeles County's response against HIV/AIDS in the African-American and Latino communities. Faith-Based initiative efforts include services that maintain, update and extend existing directories of HIV/AIDS ministries available throughout Los Angeles County, strengthen relationships with existing faith-based leaders and influential members from faith-based organizations and establishing relationships with newly recruited faith-based leaders and influential members of faith-based organizations, and provide technical assistance in linking faith-based organizations to capacity building support services designed to facilitate the development, implementation and sustainment of faith-based HIV/AIDS prevention activities. The delivery format of such programs may include, but are not limited to:

- A. Contributing to ongoing efforts to update the Pastor's Guidebook developed for African-American and Latino churches;
- B. Providing technical assistance and capacity building to new and ongoing participants;
- C. Conducting community-wide outreach events and trainings;

D. Facilitate networking and collaboration;

E. Facilitating HIV Counseling and Testing opportunities;

F. Developing a symposium and/or summit on theological methods to faith based HIV/AIDS prevention and treatment; and production and distribution of newsletters.

2. PERSONS TO BE SERVED: HIV/AIDS faith-based prevention services shall be provided to «Specific\_Target\_Population» who reside in «SPAs» of Los Angeles County.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at:

«Service\_Delivery\_Site»«Service\_Delivery\_Siteaddit\_space».

For the purposes of this Agreement, Contractor shall specify cross streets and locations for all faith-based prevention activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of October 1, 2009 through December 31, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS faith-based prevention services shall not exceed «Dollar\_amount\_in\_words» Dollars (\$«Numerical dollar amount»).

B. During the period of January 1, 2010 through December 31, 2010, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS faith-based prevention services shall not exceed «Dollar\_amount\_in\_words» Dollars (\$«Numerical dollar amount»).

C. During the period of January 1, 2011 through December 31, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS faith-based prevention services shall not exceed «Dollar\_amount\_in\_words» Dollars (\$«Numerical dollar amount»).

D. During the period of January 1, 2012 through December 31, 2012, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS faith-based prevention services shall not exceed «Dollar\_amount\_in\_words» Dollars (\$«Numerical dollar amount»).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule(s) «Schedule\_No». Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance. OAPP may modify payment for services based on the above-mentioned criteria.

Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement.

6. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS faith-based prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described within Exhibit(s) «SOW», Scopes of Work, attached hereto and incorporated herein by reference.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit«SOW», Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not be limited to:

- (1) Job description of all positions funded under this Agreement;
- (2) Staff résumé(s); and
- (3) Biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, supervisorial position or any paid program staff under this Agreement becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit(s) «SOW», Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS – training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) – training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for Chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) – training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Curriculum Development – contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

B. Contractor shall maintain documentation of staff training to include, but not limited to:

- (1) Date, time and location of staff training;
- (2) Training topic(s); and
- (3) Name of attendees.

C. Contractor shall document training activities in monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to:

- (1) Date, time, and location of staff training;
- (2) Training topic(s); and
- (3) Name of attendees.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING DATA for Faith-Based prevention services no later than thirty (30) days after the end of each



calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard in hard copy, electronic, and/or online format.

C. Annual Report: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit «Exhibit\_Ltr\_for\_TB\_Guideline», "Guidelines for Staff Tuberculosis Screening", Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

11. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception pertaining to their health and the effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

12. QUALITY MANAGEMENT PLAN: Contractor shall develop a program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's

QM committee, and signed by the designated medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or

select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results as the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

• E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service and care. Feedback shall include the degree to which the service provided meets client needs and satisfaction. Client input shall be discussed at the agency's QM Committee meetings on a regular basis for the enhancement of the service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish a policy and procedures for addressing and resolving client's grievances at the level closest to the source within agency. The grievance shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

- (a) Client's name, age, and sex;
- (b) Data and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

13. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

14. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with OAPP guidance.

15. DATA COLLECTION SYSTEM:

A. Contractor shall utilize the web-based system identified by OAPP for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

C. Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

16. ADDITIONAL REQUIREMENTS:

A. Contractor shall utilize the web-based system or any other system determined by OAPP, for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall comply with Interim Revision of Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Education session in Centers for Disease Control Assistance Programs, attached hereto and incorporated herein by reference in Exhibit G.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of the Agreement, educational materials may include, but shall not be limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials) audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings).

D. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.



E. Contractor shall utilize funds received from County for the sole purpose of providing faith-based prevention services.

F. Contractor shall maintain separate financial accounts of funds received from County.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds is not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

Any breach of these provisions shall result in the immediate termination of Agreement.

17. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

## EXHIBIT B

# GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

### INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, *Mycobacterium tuberculosis*, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Office and the office of AIDS Programs and Policy.

### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.
  - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.

1. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
  2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
- B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
1. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
  2. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
- C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    1. Change in the tuberculin skin test from negative to positive;
    2. Person who is known or suspected to have a current diagnosis of TB; and
    3. Person who is known to be taking TB medications for treatment of disease only.
  - D. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

F:\Divisions\Contract Administration\Contract Development\Tools for Package Construction\Standard Exhibits\TB Guidelines\2009.05.20 EXHIBIT B TB Guidelines.doc

## EXHIBIT C

### PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

#### **A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fee for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

#### **B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

#### **C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).



#### **D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

#### **E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

#### **F. Patient/Client Responsibilities**

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. The use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

#### **For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787  
8:00 am – 5:00 pm  
Monday - Friday

## Exhibit D

### REQUIREMENTS FOR CONTENT OF HIV/AIDS-RELATED MATERIALS

- A. Contractor shall obtain written approval from OAPP's Director or designee for all program administrative and educational materials utilized in association with this Agreement prior to its implementation to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS services, consistent with contracted services, factually accurate, culturally and linguistically competent, adherent to community norms and values, and are in compliance with contract requirements.
- B. All OAPP funded programs must comply with federal, state and local regulations regarding HIV educational materials, including with the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs (or most recent updated), as referenced in Exhibit D.
- C. All materials used by an agency for OAPP-funded activities must be submitted for approval to OAPP, whether or not they were developed using OAPP funds, in accordance with OAPP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>
- D. Contractor shall submit all program administrative and educational materials for each new or renewed contract prior to implementation. Administrative materials must be submitted 30 prior to indented use or as outlined in the Scope of Work (SOW). Educational materials must be submitted 60 days prior to intended use or as outlined in the SOW.
- E. For the purposes of this Agreement, educational materials may include, but not be limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings). Programmatic administrative materials may include, but not be limited to, confidentiality agreement forms, data collection forms, commitment forms, policies and procedures for services provided, protocols (i.e. CRCS, Outreach, etc), promotional flyers and posters, sign in sheets, consent forms, individual service plan forms.



Requirements for Content of AIDS-related Materials

Page 2 of 2

Updated: May 1, 2009

- F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Material that contains certain types of information including but not limited to: statistics, resources, benefit or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission.

## SCHEDULE 1

«AGENCY\_NAME\_FULL\_CAPS»

### HIV/AIDS FAITH-BASED PREVENTION INITIATIVE LEADERSHIP AND COORDINATION SERVICES

	<u>Budget Period</u> October 1, 2009 through <u>December 31, 2009</u>
Personnel {Salaries and Employee Benefits}	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	\$ 0
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 2

«AGENCY\_NAME\_FULL\_CAPS»

### HIV/AIDS FAITH-BASED PREVENTION INITIATIVE LEADERSHIP AND COORDINATION SERVICES

	<u>Budget Period</u> January 1, 2010 through <u>December 31, 2010</u>
Personnel {Salaries and Employee Benefits}	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

### SCHEDULE 3

«AGENCY\_NAME\_FULL\_CAPS»

#### HIV/AIDS FAITH-BASED PREVENTION INITIATIVE LEADERSHIP AND COORDINATION SERVICES

	<u>Budget Period</u> January 1, 2011 through <u>December 31, 2011</u>
Personnel {Salaries and Employee Benefits}	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

## SCHEDULE 4

«AGENCY\_NAME\_FULL\_CAPS»

### HIV/AIDS FAITH-BASED PREVENTION INITIATIVE LEADERSHIP AND COORDINATION SERVICES

Budget Period  
January 1, 2012  
through  
December 31, 2012

Personnel {Salaries and Employee Benefits}	\$	0
Operating Expenses	\$	0
Capital Expenditures	\$	0
Other Costs	\$	0
Indirect Cost*	\$	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contractor: \_\_\_\_\_  
Contract #: \_\_\_\_\_

EXHIBIT A-1  
SCOPE OF WORK  
01/01/10 - 12/31/10

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in the African American and Latino communities within Service Planning Areas 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 00/00/00, a minimum of 30 faith organizations or churches will participate in a needs assessment interview.	<p>1.1 Review and revise, as needed, interview protocol, needs assessment, AIDS Consortium application, and promotional materials. Submit to OAPP for approval.</p> <p>1.2 Schedule assessment interviews and maintain calendar of sites, dates and times.</p> <p>1.3 Conduct needs assessment interviews and maintain encounter log including but not limited to: sites, dates, number of individuals contacted, demographic information, and materials presented.</p>	<p>By 00/00/00</p> <p>00/00/00 and ongoing</p> <p>00/00/00 and ongoing</p>	<p>1.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>1.2 Documents will be kept on file and activity progress documented in monthly reports to OAPP.</p> <p>1.3 Documents will be kept on file and submitted with monthly reports to the Office of AIDS Programs and Policy (OAPP).</p>
2.0 By 00/00/00, a minimum of 30 faith leaders/representatives that completed the needs assessment will participate in a 5-hour HIV/AIDS Training that includes the Development of an HIV/AIDS Ministry and a CBO Referral Workshop.	<p>2.1 Review and revise, as needed, HIV/AIDS Ministry Development (Part I) workshop, CBO referral form, pre/post survey and educational materials. Curriculum topics to include, but not be limited to: Part 1 – HIV/AIDS facts, misconceptions, transmissions, sexuality, drug use, risk reduction behaviors, skills building techniques, referrals to CBOs; Part 2: HIV/AIDS research, clinical trials and vaccine awareness; and Part 3 – HIV/AIDS public policy. Submit to OAPP for approval</p> <p>2.2 Schedule workshop, maintain calendar of sites, dates, and times.</p> <p>2.3 Conduct workshop and obtain sign-in sheets.</p>	<p>By 00/00/00</p> <p>00/00/00 and ongoing</p> <p>00/00/00 and ongoing</p>	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>2.2 Documents will be kept on file and number of participants will be submitted with monthly reports to OAPP.</p> <p>2.3 Documents will be kept on file and number of participants will be submitted with monthly reports to OAPP.</p>
2A.0 By 00/00/00, a minimum of 25 faith leaders/representatives will increase their knowledge score by 15% from a pre-test to a post-test.	2A.1 Administer pre-test and post-tests, analyze results and submit data to OAPP.	00/00/00 and ongoing	2A.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2B.0 By 00/00/00, a minimum of 15 faith leaders/representatives will commit to take at least one step in the implementation of an HIV/AIDS Ministry at their organizations.	2B.1 Administer commitment forms, analyze results, and submit data to OAPP.	00/00/00 and ongoing	2B.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.

Contractor: \_\_\_\_\_  
Contract #: \_\_\_\_\_

**EXHIBIT A-1**  
**SCOPE OF WORK**  
**01/01/10 - 12/31/10**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in the African American and Latino communities within Service Planning Areas 1 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2C.0 By 00/00/00, a minimum of 10 faith leaders/representatives will participate in a 30-day follow-up interview.	2C.1 Conduct interview, maintain log of date, time, and topics discussed.	00/00/00 and ongoing	2C.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2D.0 By 00/00/00, a minimum of 12 faith leaders/representatives will report having taken at least one step towards implementation of an HIV/AIDS Ministry at their organizations.	2D.1 Administer one-month follow-up form, analyze results and document data to OAPP.	00/00/00 and ongoing	2D.2 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2E.0 By 00/00/00, a minimum of 8 faith leaders/representatives will participate in a 60-day follow up interview.	2E.1 Conduct follow-up interview, maintain log of date, time and topics discussed.	00/00/00 and ongoing	2E.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2F.0 By 00/00/00a minimum of 8 faith leaders/representatives will report having maintained an HIV/AIDS Ministry at their organization.	2F.1 Administer 60-day follow up form, analyze results and document data to OAPP.	00/00/00 and ongoing	2F.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
3.0 By 00/00/00, a minimum of 8 faith leaders/representatives will participate in Community Relations Workshop. The workshop will be 2 hours in length.  The intent of the Workshop is to provide additional capacity building skills to faith organizations wanting to implement an HIV/AIDS Ministry.	3.1 Review and revise, as needed, community relations workshop curriculum, action plan. Submit to OAPP for approval.  3.2 Schedule workshops, maintain calendar of dates, times, and location.  3.3 Conduct workshop, obtain sign in sheets. Report data to OAPP.	By 00/00/00  00/00/00 and ongoing  00/00/00 and ongoing	3.1 Letter(s) of OAPP approval and materials will be kept on file.  3.2 Completed materials will be kept on file and results documented in monthly reports to OAPP.  3.3 Documents will be kept on file and number of participants will be submitted with monthly reports to OAPP.
3A.0 By 00/00/00, a minimum of 8 faith leader/representatives will complete an 1 year action plan to increase HIV/AIDS program impact and sustainability.	3A.1 Administer action plan form, analyze results and submit data to OAPP.	00/00/00 and ongoing	3A.1 Documents will be kept on file and number of participants will be submitted with monthly reports to OAPP.

**ADDITIONAL PROVISIONS  
HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

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**ADDITIONAL PROVISIONS**  
**HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES**

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of the County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, administrative and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. ADMINISTRATION OF AGREEMENT – COUNTY:

A. County's Program Director: The responsibilities of the County's Program Director includes, but are not limited to:

- (1) Ensuring that the objectives of this Agreement are met, and
- (2) Providing direction to the Contractor in areas relating to County policy, information requirements, and procedural requirements.

B. County's Program Supervisor: The responsibilities of the County's Program Supervisor includes, but are not limited to:

- (1) Overseeing the day-to-day administration of this Agreement.
- (2) The County's Program Supervisor reports to the County's Program Director. The County's Program Supervisor is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

C. County's Program Manager: The responsibilities of the County's Program Manager includes, but are not limited to:

(1) Meeting with the Contractor's Program Manager on a regular basis; and

(2) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

(3) The Program Manager reports to the County's Program Supervisor. The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

### 3. ADMINISTRATION OF AGREEMENT – CONTRACTOR:

A. Contractor's Program Director/Manager/Coordinator (hereafter collectively "Contractor's Program Manager"): The responsibilities of the Contractor's Program Manager includes, but are not limited to:

(1) The Contractor shall notify the County in writing of any change in the name and/or address of the Contractor's Program Manager.

(2) The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Program Manager on a regular basis.

B. Approval of Contractor's staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

#### 4. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Office of AIDS Programs and Policy ("OAPP"), Contract Administration Division, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement,

executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of services; restricting any person in any way in the enjoyment of any advantages or privileges enjoyed by others who are receiving any services or benefits; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons

must meet in order to be provided any services or benefits. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions that are available, and open to employees/applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of



physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number.

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311) (TDD).

8. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act. and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to: wages, overtime pay, liquidated damages, penalties, court

costs, and attorneys' fees arising under any wage and hour law including, but not limited to; the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

9. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations.

Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

10. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

11. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

12. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

13. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system

which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

14. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

(HIPAA): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging

in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, include of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and © is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand;



Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Term used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information:  
Business Associate:

(a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

(b) Shall Disclose Protected Health Information to Covered Entity upon request;

(c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

i) Use Protected Health Information; and

ii) Disclose Protected Health Information if the Disclosure is Required By Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

(a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative,

physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal

practices, books, and records, relating to the Use and Disclose or Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from

Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of

Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cures are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or

Expiration:

(a) Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, or Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective

successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives and/or subcontractors that receive Protected Health Information from Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulation.”



15. RECORD HANDLING AND STORAGE:

A. All documents should be secured in the records and protected from potential damage;

B. No forms shall be destroyed or removed from the records once entered into them;

C. Records should be available only to the agency staff directly responsible for filing, charting, and reviewing, and to federal and State representatives as required by law. They should be protected from unauthorized access; computerized or electronic records must be similarly protected and have appropriate safeguards and security mechanisms.

D. Client records must be kept in a locked storage areas, again accessible only to the agency staff directly responsible for filing, charting, and reviewing; and

E. Contractor policy shall address the manner and length of time the documents will be stored, as well as removal from storage and destruction of records. A plan shall be developed for record storage and retrieval if the organization were to close.

16. RECORD RETENTION: Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten

(10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

17. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to: diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case, not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto and nothing in the

Agreement shall be deemed to limit the obligations set forth in this Paragraph 17.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including federal, State and County revenues and all costs by type of service;

(2) General Ledger;

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(a) If clients/patients are treated hereunder, financial folders clearly documenting:

(i) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance and other coverage.

(ii) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(b) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(i) The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be maintained.

(c) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(d) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's

supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit.

In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - OAPP, Contracts and Grants Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for each year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services (hereafter "DHHS") or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program

records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

18. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax



withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

19. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. In addition to the requirements of Subparagraph B.1 of the PAYMENTS Paragraph of this Agreement, such cost report shall be

prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DPH - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

20. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof. With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

21. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

A. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 20, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligation under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

B. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement.

C. Contractor shall cause each employee and/or non-employee performing services covered by this Agreement to sign and adhere to the

provisions of the "Contractor Employee Acknowledgement and Confidentiality Agreement", Exhibit {ENTER EXHIBIT LETTER}; and

22. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

23. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or

capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

24. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, as determined by County at its sole discretion and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegatee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such assignment, divestment, exchange, sale, or other transfer, is effected in such away as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County's Board in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, buyout, delegation, merger, subcontract, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

25. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts shall be approved in writing by the Director or his/her authorized designee(s). Contractor's written request to OAPP Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed, experienced and/or trained as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids and/or the degree of competition involved.

(2) A detailed description of the services to be provided under the subcontract and an explanation of how the services will be evaluated.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof, and an itemized budget.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by OAPP Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Subcontracts issued pursuant to this Paragraph 24 shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s), attachment(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.



E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

F. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

G. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by county to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of INDEMNIFICATION, GENERAL INSURANCE

REQUIRMENTS, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAWS, CONFLICT OF TERMS, and ALTERATION OF TERMS, of the body of this Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph 24, including but not limited to, consenting to any subcontracting.

26. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management,

personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS,

CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - Office of AIDS Programs and Policy (OAPP) at any time during the term of this Agreement.

28. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages,

liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or, the State Department of Managed Health Care or both, reserve the right to inspect at

reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director, and to the State Department of Managed Health Care as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

30. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services and/or performance of

work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County's Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of the Agreement.

31. PURCHASES AND PROPRIETY INTEREST OF COUNTY:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment,

materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire,

burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

32. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to



Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

33. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

34. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall

be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

35. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from

or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

36. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best

interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.
- (3) Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits,

herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

37. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

38. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

39. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

40. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

41. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of

County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

42. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

43. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

44. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.



Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

46. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM AND TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 42, shall constitute default by Contractor under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this

Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned

Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

50. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a

pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board

shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors."

51. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

52. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.



55. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve month (12-month) period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing

practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve month (12-month) period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

56. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Contractor's EEO Certification.

57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

58. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Further, Contractor understands that it is County's policy to encourage all County Contractors and all of its subcontractors, providing services under this Agreement, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

59. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

60. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 – June 30 fiscal years unless and until County's Board of

Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

61. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding and other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30<sup>th</sup> of the prior fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

**EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER**

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE  
PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the

preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**“Affiliate or subsidiary of a business dominant in its field of operation”** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates



those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)